

EXHIBIT A

EXHIBIT A-1

HCDistrictclerk.com ENERGY ADVISORS GROUP INC vs. SAMSON OIL AND GAS LTD 9/4/2020
Cause: 202045832 CDI: 7 Court: 133

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

SETTINGS

No Settings found.

NOTICES

No Notices found.

SUMMARY

CASE DETAILS

File Date 7/31/2020
Case (Cause) Location Civil Intake 1st Floor
Case (Cause) Status Active - Civil
Case (Cause) Type FRAUD
Next/Last Setting Date N/A
Jury Fee Paid Date N/A

CURRENT PRESIDING JUDGE

Court
Address

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
ENERGY ADVISORS GROUP INC	PLAINTIFF - CIVIL		DEVINE, PATRICK D
SAMSON OIL AND GAS LTD	DEFENDANT - CIVIL		
SAMSON OIL AND GAS USA INC	DEFENDANT - CIVIL		
SAMSON OIL AND GAS LTD (FOREIGN PUBLICLY OWNED CORPORATION) MAY BE	REGISTERED AGENT		
SAMSON OIL AND GAS USA INC (A COLORADO CORPORATION) MAY BE SERVED	REGISTERED AGENT		

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs Volume /Page	Filing Attorney	Person Filing
7/31/2020	ORIGINAL PETITION			0	DEVINE, PATRICK D	ENERGY ADVISORS GROUP INC

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION (SECRETARY OF STATE CORPORATE NON-RESIDENT)	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	SAMSON OIL AND GAS LTD (FOREIGN PUBLICLY OWNED CORPORATION) MAY BE	7/31/2020	8/4/2020				73773605	CVC/CTM SVCE BY CERTIFIED MAIL
1331 17TH ST SUITE 710 DENVER CO 80202										
CITATION (CERTIFIED)	SERVICE ISSUED/IN POSSESSION OF SERVING AGENCY	ORIGINAL PETITION	SAMSON OIL AND GAS USA INC (A COLORADO CORPORATION) MAY BE SERVED	7/31/2020	8/4/2020				73773608	CVC/CTM SVCE BY CERTIFIED MAIL
1999 BRYAN STREET SUITE 900 DALLAS TX 75201										

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
91879816	Domestic Return Receipt		08/18/2020	2
91777504	Domestic Return Receipt		08/14/2020	2
91590490	Certified Mail Tracking Number 7019 0140 0000 5909 6942		08/04/2020	2
91590491	Certified Mail Tracking Number 7019 0140 0000 5915 1313		08/04/2020	2
91655108	Certified Mail Receipt		08/04/2020	1
91655460	Certified Mail Receipt		08/04/2020	1
91554652	Plaintiff's Original Petition		07/31/2020	10

EXHIBIT A-2

CAUSE NO. _____

ENERGY ADVISORS GROUP INC.,
Plaintiff,

v.

SAMSON OIL AND GAS LTD and
SAMSON OIL AND GAS USA INC.,
Defendants.§
§
§
§
§
§
§

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW ENERGY ADVISORS GROUP INC., formerly known as PLS Inc., Plaintiff, and complains of SAMSON OIL & GAS LTD and SAMSON OIL AND GAS USA INC. (hereinafter "Defendants" or "Samson"), and for cause of action would show the Court as follows:

PARTIES AND SERVICE

1. Plaintiff is ENERGY ADVISORS GROUP INC. ("EAG"), formerly known as PLS Inc., a Texas corporation domiciled in Houston, Texas.

2. Defendant SAMSON OIL AND GAS LTD is a foreign publicly owned corporation listed on the American Stock Exchange and the 100% owner of Samson Oil and Gas USA Inc. and may be served with process through the Texas Secretary of State's Office pursuant to CPRC 17.044. SAMSON OIL AND GAS LTD engaged in business in the State of Texas, entering into a contract with EAG for the performance of services in the State of Texas. SAMSON OIL AND GAS LTD does not maintain an

office in the State of Texas and has not appointed a registered agent in the State of Texas. This lawsuit arises from SAMSON OIL AND GAS LTD's business in Texas. SAMSON OIL AND GAS LTD maintains an office address at 1331 17th St., Suite 710, Denver, CO 80202.

3. Defendant SAMSON OIL AND GAS USA INC. is a Colorado corporation and may be served with process through its Registered Agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

SELECTION OF DISCOVERY LEVEL

4. Plaintiff affirmatively pleads that discovery should be conducted in accordance with a discovery control plan under Rule 190.3 of the Texas Rules of Civil Procedure.

JURISDICTION AND VENUE

5. Jurisdiction is proper in this Court as the damages sought by Plaintiff exceed the jurisdictional minimum limits of this Court, and the parties to this lawsuit are all subject to jurisdiction in the State of Texas.

6. Venue in Harris County, Texas is proper pursuant to TEX. CIV. PRAC. & REM. CODE ANN. §§ 15.002, 15.035 and 15.038. More particularly, Harris County is the county in which all or a substantial part of the events and omissions giving rise to the claim occurred; Harris County is the county in which Defendants agreed to perform all or a substantial part of the events and omissions giving rise to the claim; Harris County is the county of Plaintiff's principal place of business at the time of the accrual of the cause of action; and Harris County is the venue in which the parties

contractually agreed that any judicial proceeding would be based.

NATURE OF CASE

7. This is a suit to recover sums due and owing for services performed, and to recover damages for breach of contract and for tortious conduct including fraud.

FACTS

8. EAG is in the business of providing transaction and advisory services to the oil and gas industry, including firms looking to monetize assets or source capital.

9. Samson Oil and Gas USA Inc. is a wholly owned subsidiary of Samson Oil and Gas Ltd., which advertises itself as “an USA and Australian oil & gas company focusing on oil production in the Ratcliffe and Madison Formations in Montana and North Dakota, USA,” including its high profile Foreman Butte project.

10. Defendants have been financially troubled despite being listed as a public company on the American Stock Exchange and the Australian Stock Exchange, stock symbol SSN. Defendants retained the services of EAG in 2017 to assist with its dire financial position with its primary lender. Upon information and belief, the lender recommended that the Defendants utilize the services of EAG to find a solution for Defendants’ lack of sufficient capital. In addition, EAG had a previous relationship with Samson when EAG was asked for informal ideas and capital markets advice on the Defendant’s 2015 efforts to acquire the aforementioned Foreman Butte assets. As a result of the referral, solicitation and prior pitch, EAG was interviewed for the formal 2017 engagement and was subsequently hired.

11. In fact, EAG and Defendants entered into a certain Exclusive Agency and Marketing Agreement dated November 3, 2017 and signed by the parties on or about November 4, 2017, (the "Agreement").

12. Based on the Agreement and at the direction of Samson's CEO Terry Barr, EAG prepared detailed power point presentations, organized production databases, accounting information, and engineering presentation data. EAG ran an aggressive marketing process and virtual data room resulting in numerous confidentiality agreements, offers and negotiations from potential purchasers and capital providers.

13. In the Spring of 2018, EAG's role was expanded to solicit offers from capital market investors and partners to increase the likelihood that a successful transaction would take place. This was completed after two operators were unable to close successful transactions at the price level desired by the Defendants management. In addition, Samson's CEO Terry Barr remarked that he "didn't really want to sell the asset at all and really only wanted to find drilling capital and project finance". Further, it was also discussed that the price expectations of Samson to both pay off their debt and provide sufficient ongoing development capital would require a solidly funded partner with resources to immediately drill wells.

14. Over the past two and half years EAG worked on behalf of Defendants and expended hundreds of man hours if not over a thousand manhours aggregating data, package preparation, VDR management and negotiations. EAG ran a competitive and thorough process that kept buyers focused on the opportunity and

value proposition.

15. At the end of the day Samson has completed three transactions resulting in a \$1,000,000 deposit forfeiture from a failed transaction; some vendor financing opportunities to recomplete wells (and improved field performance) and a larger \$33.4 million transaction all without paying EAG its obligated Success Fee.

16. Most recently, the Defendants issued a Press Release advising that the loan with AEP had been declared in default. Defendants conceded that they “*have incurred significant net operating losses during the past two fiscal years which raise substantial doubt about our ability to continue as a going concern . . . Our ability to continue as a going concern is dependent on the renegotiation of our Credit Agreement, the sale or refinancing of our oil and gas assets and/or raising further capital.*”

17. Upon information and belief, the Defendants have mismanaged operations and sacrificed vendor obligations, royalty owner needs and EAG Fee Obligations all while paying themselves exorbitant salaries. Now its feared the Defendants intend to liquidate their assets and distribute any funds received to the same officers and other insider officers without paying the just debts owed by the faltering entities.

18. In short, Defendants have received significant sums arising from EAG’s successful efforts to organize and package the assets, source its relationships and buyer contacts and establish a competitive process to monetize the assets and/or raise capital. Yet, Defendants have wholly failed and refused to pay the earned fees to EAG.

In conclusion, EAG has been damaged by the bad faith acts of Defendants in using the services, processes and labor of EAG while refusing numerous other proper opportunities and legitimate offers over the course of the process.

19. EAG has been damaged in an amount no less than \$862,500.00. This amount remains unpaid and is due and payable.

CAUSES OF ACTION

I. BREACH OF CONTRACT

20. EAG had a valid and enforceable contract with each Defendants. EAG fully performed its contractual obligations pursuant to the agreement and is owed the unpaid contractual Success Fee based upon the Total Transaction Value of the various sources of funds arising from the efforts of EAG.

21. The conduct of the Defendants constitutes a breach of the contractual obligations with EAG. As a natural and probable result of, or as a proximate result of, Defendants' respective breaches of contract with EAG, EAG suffered actual damages in the amount of no less than \$862,500.00 plus interest at the maximum rate allowed by law. EAG does hereby, pursuant to this breach of contract, sue and assert its claim against Defendants for all such damages, plus all prejudgment and post-judgment interest allowed by law.

II. QUANTUM MERUIT

22. EAG rendered valuable and necessary services to the Defendants. The actions of EAG directly benefitted Defendants and were accepted by Defendants. EAG has made demand on Defendants that it be paid the reasonable and necessary value of

the services it rendered to Defendants. Defendants have failed and refused to tender the funds justly due to EAG.

III. FRAUD

23. The CEO of Defendants made deliberate misrepresentations to EAG in order to obtain EAG's professional services without the intention of honoring the agreement he made with EAG.

24. EAG was hired by Defendants through false pretenses. EAG's work product was wrongfully utilized by Defendants to secretly obtain third-party financing, thereby evading the payment of earned fees to EAG.

25. EAG relied on Defendants' misrepresentations to its detriment and provided valuable and necessary services to Defendants based upon its reliance on these misrepresentations.

26. As a result of Defendants' conduct, EAG has suffered injury and damages. Defendants' conduct was willful, malicious, and fraudulent and justifies the imposition of punitive damages.

IV. NEGLIGENT MISREPRESENTATION

27. Defendants made representations to EAG in the course of business or in a transaction in which EAG had an interest. The information supplied by Defendants was false and made for the guidance of others. Defendants did not exercise reasonable care or competence in obtaining or communicating the information. EAG justifiably relied on the representations.

28. The negligent misrepresentations of Defendants proximately caused the

injuries to EAG.

CONDITIONS PRECEDENT

29. All conditions precedent have been met or have occurred.

ATTORNEYS' FEES

30. Plaintiff has given Defendants written notice of default and written demand for payment. Defendants have failed to make such payment and continues to be in breach of the terms of the agreement. Plaintiff was required to retain legal counsel to institute and prosecute this action as a result of Defendant's breach of the agreement.

31. Pursuant to Texas Civ. Prac. & Rem. Code § 38.001, EAG is entitled to recover its reasonable attorney's fees rendered in instituting and prosecuting this action.

JURY DEMAND

32. EAG demands a trial by jury.

PRAYER

WHEREFORE, PREMISES CONSIDERED, ENERGY ADVISORS GROUP INC., Plaintiff, respectfully prays that:

- A. Defendants be cited to appear and answer herein;
- B. After trial on the merits, Plaintiff be awarded all damages at law to which it is entitled;
- C. Plaintiff be awarded punitive damages;

D. Plaintiff be awarded pre-judgment and post-judgment interest to the extent provided by law;

E. Plaintiff be awarded attorney's fees pursuant to allowable law;

F. Plaintiff be awarded costs of court; and

G. For such other and further relief, in law or in equity, to which Plaintiff may be justly entitled.

Dated: July 31, 2020.

Respectfully submitted,

/s/ Patrick D. Devine

Patrick D. Devine

State Bar No. 05662200

Law Office of Patrick D. Devine

P.O. Box 1229

Pinehurst, Texas 77362

Phone: 281-255-0244

Email: pdevine@pdevinelaw.com

Counsel for Energy Advisors Group Inc.

PLEASE ISSUE CITATION FOR SERVICE BY CERTIFIED MAIL BY THE CLERK OF COURT ON THE FOLLOWING DEFENDANTS:

SAMSON OIL AND GAS USA INC.

Through its Registered Agent

CT Corporation System

1999 Bryan Street, Suite 900

Dallas, Texas 75201-3136

SAMSON OIL AND GAS LTD

Through the Office of Secretary of State of Texas

Service of Process

P.O. Box 12079

Austin, Texas 78711-2079

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A-3

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SAMSON OIL AND GAS LTD
C/O THE TEXAS SECRETARY OF
STATE
P O BOX 12887
CAPITOL STATION
AUSTIN TX 78711-2887



9590 9402 5223 9122 1104 84

2. Article Number (Transfer from service label)

7019 0140 0000 5909 6942

PS Form 3811, July 2015 PSN 7630-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from label?
If YES, enter delivery address below.☐ Yes☐ No

2020-458332
TX
Capitol Mall
-133rd

AUG 01 2020
2020-458332

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☐ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5223 9122 1104 84

United States

Postal Service

MARILYN BURGESS
DISTRICT CLERK
HARRIS COUNTY, TEXAS

20 AUG 14 AM 9:36

08-14-2020

OFFICIAL COPY
BY MAIL PROCESSING ADMIN

• Sender: Please print your name, address, and ZIP+4® In this box •

MARILYN BURGESS
HARRIS COUNTY DISTRICT CLERK
P.O. BOX 4651
HOUSTON, TEXAS 77210-4651

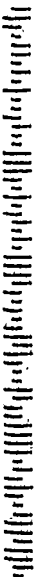


EXHIBIT A-4

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

SAMSON OIL AND GAS USA INC
C/O CT CORPORATION SYSTEM
1999 BRYAN STREET SUITE 900
DALLAS TX 75201 - 3136



9590 9402 5223 9122 1104 77

Article Number (Transfer from service label)

7019 0140 0000 5915

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Antoinette Williams

Received by (Printed Name)

Antoinette Williams

C. Date of Delivery
AUG 06 2020

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ NO

2020-45832

133rd

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



9590 9402 5223 9122 1104 77

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States

Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

MARILYN BURGESS
DISTRICT CLERK
HARRIS COUNTY, TEXAS

HARRIS COUNTY, TEXAS

20 AUG 18 AM 8:21

MARILYN BURGESS
HARRIS COUNTY DISTRICT CLERK
P.O. BOX 4651
HOUSTON, TEXAS 77210-4651

BY MAIL PROCESSING ADMIN

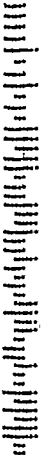


EXHIBIT A-5

2020-45832

COURT: 133rd

FILED DATE: 7/31/2020

CASE TYPE: Debt/Contract - Fraud/Misrepresentation



ENERGY ADVISORS GROUP INC

Attorney: DEVINE, PATRICK D

VS.

SAMSON OIL AND GAS LTD

Docket Sheet Entries

Date

Comment

Unofficial Copy Office of Marilyn Burgess District Clerk